

## **DRAFT CONVEYANCE DEED**

<b>Type of Deed</b>	<b>Conveyance Deed</b>
<b>Village</b>	<b>Shikohpur</b>
<b>Tehsil</b>	<b>Gurgaon</b>
<b>District</b>	<b>Gurgaon</b>
<b>Type of Property</b>	<b>Serviced Apartment/Retail Space</b>
<b>Property Address</b>	<b>Apartment/Retail Space No._____, Floor-____,</b>
<b>Tower-____,</b>	<b>Gurgaon Spectrum Centre, Sector 82-A,</b>
	<b>Gurgaon, Haryana</b>
<b>Super Area</b>	<b>_____ sq.mtrs. (_____ sq.ft.)</b>
<b>Sale Consideration</b>	<b>Rs._____/-</b>
<b>Stamp Duty</b>	<b>Rs._____/-</b>
<b>Stamp Serial No. &amp; Date</b>	

This Conveyance Deed (“Deed”) is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Gurgaon, Haryana

**BY AND BETWEEN**

Burman Estate Private Limited (“Promoter”) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4<sup>th</sup> Floor, Punjabi Bhawan ,10 Rouse Avenue, New Delhi-110002 and Project office at Village Shikohpur, Sector-82A, Gurgaon (CIN U70109DL2007PTC171515), PAN No. AACCD7535J, represented through its authorized signatory, \_\_\_\_\_, authorized by way of board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

**AND**

***[If the Allottee is a company]***

\_\_\_\_\_, (CIN \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

***[OR]***

***[If the Allottee is a Partnership]***

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and his/her/their assigns).

***[OR]***

***[If the Allottee is an Individual]***

Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_,

(PAN \_\_\_\_\_), hereinafter called the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

*[If the Allottee is a HUF]*

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

#### **DEFINITIONS:**

For the purpose of this Deed, unless the context otherwise requires:

“**Act**” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

“**Apartment Act**” shall mean The Haryana Apartment Ownership Act, 1983.

“**Association**” shall mean the association registered as a society comprising the owners in the Serviced Apartment Building or parts thereof to be formed in due course pursuant to the provisions of the Apartment Act.

“**Authority**” shall mean the Haryana Real Estate Regulatory Authority.

“**Carpet Area**” shall mean and include the net usable floor area of a retail space/Serviced Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of such retail space/Serviced Apartment. Exclusive balcony or verandah area shall mean and include the area of the balcony and verandah, as the case may be, which is appurtenant to the net usable floor area of a retail space/Serviced Apartment, meant for the exclusive use of the Allottee and exclusive open terrace shall mean and include the area of open terrace which is appurtenant to the net usable floor area of such retail space/Serviced Apartment, meant for the exclusive use of the Allottee.

“**Common Areas**” shall mean all such parts/areas in Gurgaon Spectrum Centre, as specified by the Promoter, in the Declaration (filed or to be filed) or as per applicable Laws. More specifically, these shall be all such areas (except areas specifically excluded or otherwise reserved herein as retained in the ownership of the Promoter or the Association, subject to applicable Laws) as stated hereunder and which the Allottee shall use on a shared, non-exclusive basis generally with all the other occupants of Gurgaon Spectrum Centre along with

the limited common areas exclusive to a smaller subset of occupants amongst the allottees including those managing the serviced apartments. Such Common Areas shall also include corridors, passages, refuge areas, atrium, entry and lobbies, AHU rooms, security/fire control room(s), all electrical rooms, equipment storage spaces, boiler shafts, staircases, mummies, water tanks and other support services.

**“Declaration”** shall mean the declaration (including any amended declaration) filed or to be filed under the Apartment Act, with the competent Government Authority, with regard to the Serviced Apartment Building.

**“DGTCP”** shall mean the Director General, Department of Town and Country Planning, Haryana, and any other relevant officer exercising his powers.

**“FAR”** shall mean floor area ratio.

**“Floor Plan”** shall mean the Floor Plan of the Retail Space/Serviced Apartment as depicted in Schedule B to this Deed.

**“Government Authority”** or **“Government Authorities”** shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Government of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the Land.

**“Infrastructure Charges”** shall mean the amount payable by the Allottee, on account of the following:

- (i) Infrastructure Augmentation Charges and/or any enhancements thereof;
- (ii) Any charges for executing the external infrastructure work/facilities/services, in addition to the external development charges, on account of the acquisition/development of a road (including the laying of any services along these roads), or for the setting up and installation of electrical sub stations or for the laying out/re-location of transmission lines, or for any other similar infrastructural work/facilities/services, as the DGTCP or other Government Authority, may in the future, assign to the Promoter;
- (iii) The cost of such other development works as may be undertaken by the Promoter, that are not specifically charged elsewhere;
- (iv) Interest paid on EDC/IDC to the government and carrying cost on the fund deployed by the Promoter for the above mentioned charges at the rate of 15% per annum.

**“Laws”** shall mean and include all laws of India and of any other applicable jurisdiction including all statutes, enactments, acts of legislature or the parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, circulars, directions, directives and orders of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority, whether in effect on the date of this Deed or thereafter.

“**Land**” shall have the meaning ascribed to it in Recital A of this Deed.

“**Layout Plan**” shall mean the internal layout plan of the Serviced Apartment Building with in its peripheral boundaries as depicted in Schedule C to this Deed.

“**License**” shall have the meaning ascribed to it in Recital B of this Deed.

“**Parking Space(s)**” shall have the meaning ascribed to it in Clause 1.7 of this Deed.

“**Project**” shall have the meaning ascribed to in Recital B of this Deed.

“**Retail Space**” shall have the meaning ascribed to it in Recital G of this Deed.

“**Regulations**” shall mean the regulations made under the Real Estate (Regulation and Development Act, 2016.

“**Rules**” shall mean the Haryana Real Estate (Regulation and Development) Rules, 2017.

“**Sale Price**” shall have the meaning ascribed to it in Clause 1.1 of this Agreement.

“**Serviced Apartment**” shall have the meaning ascribed to it in Recital G of this Deed.

“**Serviced Apartment Building**” shall have the meaning ascribed to it in Recital B of this Deed.

“**Serviced Apartment Building Plans**” shall mean the building plans of the Serviced Apartment Building as submitted/ as approved by the concerned authority and shall include all subsequent revisions thereof.

“**Super Area**” of a retail space/Serviced Apartment shall mean the entire covered area on respective floor including Common Area on the particular floor plus the proportionate share of Common Areas such as; passage, staircase, lifts, lift lobbies, substation, DG room, electric/ fire control room, pump room, underground water tank, AHU rooms, 25% area of exclusively attached terraces and 50% of exclusive attached architectural projections/ covered balconies etc.

“**Taxes**” shall mean taxes, cesses, fees and/or surcharges paid or payable by the Promoter to the Government or any other statutory authority and/or designated agency if any prescribed by the Government by way of property tax, wealth tax, VAT, state sales tax, central sales tax, works contract tax, G.S.T., Service Tax, labour cess, education cess or any other taxes and/or cesses by whatever name called as may be applicable, levied or charged or to be levied or charged in connection with the construction of Serviced Apartment Building and/or the Project now or in future or any increase thereof.

## **WHEREAS:**

- A. The Promoter is the absolute and lawful owner and in possession of land bearing khasra nos./survey nos. 614,615,616,617,641 and 642 admeasuring 4.4375 acres situated at

Sector 82 A, Gurgaon (“**Land**”) *vide* sale deed(s) dated 20.02.2008 registered as document(s) no. 5116 at the office of the Sub-Registrar;

- B. The Promoter has obtained the requisite license from the Director General Town and Country Planning, Haryana, Chandigarh (“**DGTCP**”) dated June 28, 2006, bearing no. 135/2008 (“**License**”) to develop a commercial colony on the Land under the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975. The project referred to as ‘Gurgaon Spectrum Centre’(hereinafter referred to as the “**Project**”, shall comprise of the following components:(i) Serviced Apartment Building (hereinafter referred to as the “**Serviced Apartment Building**”), comprising of (a) 200 or more serviced apartments from the third floor upwards to the seventeenth floor, (b) a multi-retail area consisting of 50 or more retail spaces from the ground to the second floor; and (ii) high street retail, office spaces or as may be developed by the Promoter at its discretion, in terms of the License and the applicable Laws, either in a phased manner or otherwise;
- C. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Land on which Project has been constructed have been completed;
- D. The Directorate of Town and Country Planning, Haryana has granted the commencement certificate to develop the Project *vide* approval dated 28.06.2008 bearing registration no. 135 of 2008 ;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project, from Directorate of Town and Country Planning, Chandigarh . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the first phase of the Project comprising the Serviced Apartment Building under the provisions of the Act with the Haryana Real Estate Regulatory Authority under registration no. \_\_\_\_\_;
- G. The Allottee after fully satisfying itself with respect to the right, title and interest of the Promoter in the said Land, the approvals and sanctions for the Project as well as the designs, specifications and suitability of the construction, approached the Promoter and applied for a retail space/serviced apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of a retail space/serviced apartment no. \_\_\_\_\_ on \_\_\_\_\_ floor of the Serviced Apartment Building, having Carpet Area (defined hereinafter) of \_\_\_\_\_ sq. mtrs., or \_\_\_\_\_square feet or thereabouts and a Super Area) (defined hereinafter) of \_\_\_\_\_ sq. mtrs., or \_\_\_\_\_square feet approximately, along with open parking/covered parking], and *pro rata* share in the Common Areas (as defined under clause (n) of Section 2 of the Act) (hereinafter referred to as the “**Retail Space/Serviced Apartment**” more particularly described in **Schedule A** and the floor plan of the **Retail Space/Serviced Apartment** is annexed hereto and marked as **Schedule B**) and entered into an Agreement for Sale dated \_\_\_\_\_ /Builder Buyer Agreement dated \_\_\_\_\_ for purchase of the same on the terms and conditions contained therein;

- H. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein.
- I. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Retail Space/ Serviced Apartment and the open or covered parking as the case may be.

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:**

1. **CONVEYANCE:**

- 1.1 The Allottee has paid a total sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) ("**Sale Price**"), to the Promoter till date towards the total sale consideration of the Retail Space/ Serviced Apartment, the receipt of which is acknowledged by the Promoter. The Promoter does hereby grant, convey, transfer, assign and assure unto the Allottee by way of sale, the Retail Space/ Serviced Apartment No. \_\_\_\_\_ on Floor \_\_\_\_\_ of the Project, having a carpet area of \_\_\_\_\_ sq. mtrs., (\_\_\_\_\_ Sq. Ft.) and a super area of \_\_\_\_\_ sq. mtrs., (\_\_\_\_\_ Sq. Ft.), together with the exclusive right to use \_\_ nos. Parking Space (s) bearing Parking Space No. \_\_\_\_\_, more particularly described in the Schedule, forming part of this Deed; together with all ways, paths, passages, rights, liberties, privileges, easements, benefits to the said Retail Space/ Serviced Apartment; AND subject to adherence of terms and conditions as stated hereinafter as well as the terms, conditions, stipulations and restrictions contained in the Declaration.

It is hereby clarified as follows:

- (i) The Sale Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of value added tax, goods and service tax and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called), up to the date of handing over the possession of the Retail Space/ Serviced Apartment to the Allottee and the Project to the Association or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the Taxes subsequent to the execution of this Deed, the Allottee alone shall be liable to bear the same;

- (ii) The Sale Price of the Retail Space/Serviced Apartment includes recovery of price of land, construction of Retail Space/Serviced Apartment, preferred location charges, car parking charges and also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Retail Space/Serviced Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project.
- 1.2 The Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.
  - 1.3 It is agreed that the Promoter has not made any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'C'** and **Schedule 'D'** (which are in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Retail Space/Serviced Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that minor additions or alterations, if any, have been made as required by the Allottee, or such changes or alterations are per the provisions of the Act or to comply with any other applicable Laws.
  - 1.4 The Promoter has confirmed the final carpet area that has been allotted to the Allottee after the construction of the Project is complete and the occupancy certificate is granted by the competent authority. The total price payable for the Retail Space/Serviced Apartment has been recalculated on the basis of the final Super Area.
  - 1.5 The Allottee agrees that the Retail Space/Serviced Apartment along with \_\_\_\_\_ open/covered parking shall be treated as a single indivisible unit for all purposes.
  - 1.6 Subject to the due observance and compliance of its obligations under this Deed and the Agreement to Sell/Builder Buyer Agreement executed between the Allottee and the Promoter, the Allottee shall have a joint, non-exclusive common right alongwith the other lawful occupants of the Serviced Apartment Building to use the Common Areas and facilities provided in the Serviced Apartment Building. The Common Areas and the facilities in the Serviced Apartment Building as designated in the Declaration shall continue to vest in the Promoter till such time as these or portions thereof are transferred to the Association in accordance with applicable Laws. Certain facilities and amenities to be provided by the operator appointed by the Promoter for the serviced apartments shall only be available to the owners / occupiers of the Serviced Apartments and not to the owners / occupiers of the Retail Space until and unless agreed between the Association and the Allottee on payments of such costs as may be applicable. The Allottee agrees and understands that except as expressly provided herein, it shall have no ownership claim over or in respect of any areas reserved for



serviced apartments and covered parking spaces (except those allotted to the Allottee), and all such areas shall remain the property of the Promoter, who shall be free to deal with these in accordance with applicable Laws. All such areas which have not been specifically sold or which do not form part of the Common Areas shall continue to vest with the Promoter.

- 1.7 The covered car parking spaces conceived in the Serviced Apartment Building Plans for the Serviced Apartment Building have been apportioned among the various owners of the Serviced Apartment Building. In accordance with such apportionment, \_\_\_\_\_ covered parking spaces have been allocated for exclusive use by the owner(s) of the Retail Space/Serviced Apartment (hereinafter referred to as “**Parking Space(s)**”). The aforementioned Parking Space(s) shall form an indivisible and inseparable constituent of the Retail Space/Serviced Apartment and the same shall not be independently transferable. The Allottee shall have no rights, claims or interest whatsoever in any parking spaces other than the said Parking Space(s). Additional car parking spaces may be allocated at the discretion of the Promoter/Association to the Allottee on its request, subject however to the availability of parking space in the Serviced Apartment Building and if available, further subject to payment of additional charges as may be decided by the Promoter/Association. The Parking Space(s) designated for the Retail Space/Serviced Apartment Building shall be identified at the time of possession. The Allottee shall not be entitled to modify or make any changes or cordon off or otherwise erect any temporary structure in the car Parking Spaces allotted at any point of time. The Allottee undertakes to park its vehicle(s) only at the allotted Parking Space[s], and not anywhere else in the Project. The Allottee understands and agrees that all such reserved car Parking Space(s) allotted to the occupants of the Serviced Apartment Building alongwith the unallotted car parking spaces are not part of the Common Areas of the Serviced Apartment Building. The Allottee agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc., of the Retail Space/Serviced Apartment under any of the provisions of this Deed, the said Parking Spaces shall automatically follow the fate of the Retail Space/Serviced Apartment and no separate communication in this regard shall be necessary. All the clauses in this Deed pertaining to use, possession, cancellation, resumption etc., of the Retail Space/Serviced Apartment shall apply automatically by default to the said Parking Spaces also and the Retail Space/Serviced Apartment alongwith its Parking Spaces shall be deemed to form a single, indivisible unit under this Deed for all intents and purposes. The Promoter, at its sole discretion, shall have the absolute right to use or to transfer or assign its interest in the unreserved car parking spaces/ area to any bonafide occupant/ owner in the Serviced Apartment Building.
- 1.8 The Allottee acknowledges and agrees that all other components of the Project (including high street retail, office spaces, etc.) or utilization of FAR on the Land (except the Serviced Apartment Building) are separate and the Allottee agrees not to raise any objection against the Promoter in this regard.
- 1.9 Except for terraces specifically and exclusively reserved for use with the Retail Space/Serviced Apartment, if any, the Promoter shall along with the Common Areas, convey the proportionate title in the terraces of the various structures comprised in the Serviced Apartment Building to the owners / allottees or deal with the terraces as may be provided under the applicable Laws.

- 1.10 The Allottee confirms that the Promoter shall have the first charge on the said Retail Space/ Serviced Apartment in respect of any amount outstanding and payable by the Allottee towards any additional EDC, IDC, additional IDC, taxes, demands, assessments etc., as mentioned hereinabove. The Allottee confirms that any amount payable by it shall be treated as unpaid sale price and the Promoter shall have the first charge on the said Retail Space/ Serviced Apartment for recovery of the same.
- 1.11 That if any balance/enhanced/revised charges for EDC/IDC or by whatever name called is levied with retrospective effect, including any interest thereon, by the DGTCP after the execution of the Deed in respect of the said Retail Space/ Serviced Apartment, the Allottee agrees and undertakes to pay such balance/enhanced/ revised charges on demand to the Promoter directly or through the Association as the case may be on proportionate basis in accordance with the value set out in the Declaration or as may be determined by Association. The Allottee shall always be responsible and liable for the payment (either directly or through the Association) of its pro-rata share of any enhanced EDC/IDC, municipal taxes, property taxes, VAT, WCT, GST, Service Tax, Labour Cess with any interest and/or penalty thereupon, any other third party/statutory taxes and/or any other demands raised by the Government of Haryana with a view to recover cost of development with regard to sector roads, state/national highways, transport, irrigation facilities, environment conservation schemes, welfare or special project/scheme etc. or in the nature of infrastructure charges and/or by whatever name called. The Allottee further agrees that if the said Retail Space/ Serviced Apartment is assessed separately, then it shall pay the same on pro-rata basis as determined and demanded by the Promoter, which shall be final and binding on the Allottee. If the said Retail Space/ Serviced Apartment is assessed separately, the Allottee shall pay directly to the competent authority on demand being raised by the competent authority. This clause shall survive the conveyance of the said Retail Space/ Serviced Apartment.
- 1.12 The Allottee shall have no ownership claim over or in respect of any open spaces, parking spaces, commercial areas, convenient shopping, club/ community building, school and other units constructed as required/permitted by the DGTCP and all such areas which have not been specifically sold or which do not form part of the Common Areas set out in the Declaration. Such areas shall remain the property of the Promoter, who shall be free to deal with these in accordance with law. The Allottee shall not have any right to interfere in any manner with the booking, allotment, sale, management or resale in due course of any commercial units or commercial developments, convenient shopping, club / community building, school, or any other construction as is required/permissible by the DGTCP under the License which are not part of the Common Areas or the common services for the use of all the purchasers or specific set of purchasers. This clause shall survive the conveyance of the said Retail Space/ Serviced Apartment.
- 1.13 The Allottee confirms having borne and paid all expenses for the completion of this Deed, including cost of stamp duty, registration and other incidental charges. This Deed in respect of the transaction involved herein, is valued for the purpose of stamp duty at **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** in terms of the Indian Stamp Act, 1899. Any deficiency in the stamp duty as may be determined by

the Sub-Registrar/concerned authority along with consequent penalties/deficiencies as may be levied in respect of the said Retail Space/ Serviced Apartment conveyed by this Deed shall be borne by the Allottee exclusively and the Promoter shall not be liable for the same and accepts no responsibility in this regard.

## **2. MODE OF PAYMENT:**

- 2.1 The Allottee has paid the registration charges to the Promoter in terms of the Agreement for Sale/Builder Buyer Agreement through A/c payee cheque/demand draft/ banker's cheque payable at par at New Delhi in favour of "**Burman Estate Private Limited Master Collection Escrow A/C** " or an inter-bank electronic transfer to the Promoter's current account no. 57500000183190 at HDFC Bank Limited, 209-214, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi-110001, IFSC Code HDFC0000003. All payments shall be subject to their actual realization in the above mentioned account. The date of credit in to the above account shall be deemed to be the date of payment and exchange rates prevailing as on such date shall be applicable for payments made in foreign currency.

## **3. CONSTRUCTION OF THE PROJECT:**

The Allottee had seen the proposed layout plan, specifications, amenities and facilities of the Retail Space/ Serviced Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. The Allottee agrees that the Promoter has developed the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.

## **4. POSSESSION OF THE RETAIL SPACE/SERVICED APARTMENT:**

- 4.1. The Promoter having received the occupation certificate pertaining to the Serviced Apartment Building or part thereof from the competent authority has, within 2 months from the date of issue of the occupation certificate, offered in writing the possession of the Retail Space/ Serviced Apartment to the Allottee.
- 4.2. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupation certificate of the Serviced Apartment Building to the Association.

## **5. REPRESENTATIONS AND WARRANTIES:**

- 5.1 **Representations and Warranties of the Promoter:** The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The person signing the Deed is authorized by the Promoter to sign the same.

5.2 **Representations and Warranties of the Allottee:** The Allottee hereby represents and warrants to the Promoter as follows:

- (i) The Allottee is legally competent to execute this Deed and that all clearances, approvals, consents, permissions, sanctions (including all corporate resolutions, if applicable) or anything that is required under applicable Laws and agreements executed by the Allottee with any third party to execute this Deed have been duly obtained and shall be maintained by the Allottee. The Promoter shall not be required to verify whether the Allottee is in such compliance and it shall be incumbent upon the Allottee to ensure that no violation of applicable Laws or breach of any Deed executed by the Allottee with any third party is committed by the Allottee in executing this Deed. The Allottee undertakes to be exclusively and directly responsible and fully accountable and liable for the same and agrees to keep the Promoter indemnified, saved and harmless in this connection at all times.
- (ii) in case the Retail Space/ Serviced Apartment is provided with usable open terrace(s) or balcony(ies), the Allottee shall not cover or construct on such terrace(s) and balcony(ies) and shall only use the same as open terrace(s) and balcony(ies) and in no other manner, whatsoever.
- (iii) all provisions of this Deed have been mutually agreed between the Allottee and the Promoter. The Allottee has clearly understood all necessary aspects of the Project, Serviced Apartment Building and various rights, entitlements, obligations and liabilities of the Allottee as mentioned in this Deed or otherwise.
- (iv) There is no change in the Allottee's residential status since the execution of the Agreement for Sale/Builder Buyer Agreement and in case of change all required formalities in this regard under applicable Laws have been complied with by the Allottee.
- (v) subject to applicable Laws, the Promoter shall have the sole control and full authority in respect of all matters concerning the Project and further construction and development thereon and the management and administration of the same. The Promoter shall always be entitled to sell, let, sublet, lease, give on lease and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit any of the other saleable areas, other developments etc. in the Project and to receive any consideration in respect of the same, subject to applicable Laws.
- (vi) the Promoter has named the Serviced Apartment Building as "The Spectrum" and which name can be changed at any time by and only at the sole discretion and decision of the Promoter. Further, unless the name of the Serviced Apartment Building being changed by the Promoter, at all times the word 'The Spectrum' should be used as part of the name of the Serviced Apartment Building. The Promoter shall, free of cost, have a right to display its name at a conspicuous place as Promoter at all times. The right of trade mark on the word/style 'The Spectrum' shall always remain with the Promoter. The Allottee understands that the Promoter shall have the right to name and/or change the names of any and all components of the Project whether developed before or

after the Deed for the Retail Space/Serviced Apartment in favour of the Allottee.

- (vii) all provisions of this Deed and those contained in the annexures attached hereto are specific, relevant and applicable to the Retail Space/Serviced Apartment and none of such provisions can be read in evidence or interpreted for purpose of any suit or proceedings pertaining to any other project of the Promoter anywhere in the world or in which the Promoter may be interested in or may have any business interest therein or otherwise. Likewise, any agreement that the Promoter may have with customers of any other project of the Promoter anywhere shall not be read in evidence or be interpreted for any purpose in relation to any suit/proceedings pertaining to the Project/Serviced Apartment Building/ Retail Space/Serviced Apartment and this Deed.
- (viii) the Allottee agrees and confirms that the Promoter shall at all times be entitled to develop, as part of the Project, any additional contiguous land parcels as per necessary approvals that may be obtained from the competent Government Authority and seek changes in the approvals as per applicable Laws for such development.
- (ix) the Allottee shall bear the expenses including commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the Retail Space/Serviced Apartment. The Promoter shall in no way, whatsoever, be responsible or liable for such payment, commission or brokerage nor will the Allottee have the right to deduct such charges from the amounts payable to the Promoter for the Retail Space/Serviced Apartment. Further, the Allottee shall indemnify and hold the Promoter free and harmless from and against any or all liabilities and expenses in this regard.
- (x) the Allottee shall not claim any compensation on the ground that the infrastructure required for the Serviced Apartment Building and/or Project is not yet complete
- (xi) the Allottee hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the applicable Laws as may be in force and/or come into force in future in respect of the Project.

**6. MAINTENANCE OF THE SAID SERVICED APARTMENT BUILDING:**

The Promoter has provided and maintained essential services in the Project through appointment of a maintenance agency till the taking over of the maintenance of the project by the Association, after which the Association will be solely liable to maintain the Serviced Apartment Building. For this purpose, the Association may appoint a maintenance agency. The Allottee agrees that it shall be liable to pay maintenance charges as may be determined by the Promoter/ Association/maintenance agency.

**7. RIGHT TO ENTER THE SERVICED APARTMENT BUILDING FOR REPAIRS:**

The Promoter/Maintenance Agency/Association shall have rights of unrestricted access to all Common Areas, open/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association and/or Maintenance Agency to enter into Retail Space/Service Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**8. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by Maintenance Agency or the Association for rendering maintenance services.

**9. GENERAL COMPLIANCE WITH RESPECT TO THE RETAIL SPACE/SERVICED APARTMENT:**

- 9.1 Subject to Clause 6 above, the Allottee shall, after taking possession, be solely responsible to maintain the Retail Space/Service Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Serviced Apartment Building, or the Retail Space/Service Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Retail Space/Service Apartment and keep the Retail Space/Service Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Serviced Apartment Building is not in any way damaged or jeopardized.
- 9.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Serviced Apartment Building or anywhere on the exterior of the Project, or Common Areas, or paint the exterior side of the windows, or store any hazardous or combustible goods in the Retail Space/Service Apartment in violation of any applicable laws or without the express written permission of the Promoter or the Association. The Allottees shall also not change the colour scheme of the outer walls or carry out any change in the exterior elevation or design or store heavy material in the common passages or staircase of the Serviced Apartment Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Retail Space/Service Apartment.
- 9.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter in charge of the Association and/or

Maintenance Agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 9.4 The Promoter has made it expressly clear to the Allottee that the rights of the Promoter, in the Retail Space/ Serviced Apartment, agreed to be conveyed/ sold/ transferred herein are circumscribed by and subject to the conditions imposed by the DGTCP and/or any other statutory authority(ies).
- 9.5 The Allottee shall observe all terms and conditions of the Agreement for Sale/Builder Buyer Agreement/Deed, and also those conditions, restrictions and other stipulations imposed in respect of the Project by virtue of the License and shall also abide by the applicable zoning plans, Serviced Apartment Building Plans and all laws, bye-laws, rules, regulations and policies applicable to the Retail Space, Serviced Apartment Building and/or the Project or as imposed or may be imposed in future under any applicable Law.
- 9.6 The Allottee shall not use/ cause to be used the Retail Space/ Serviced Apartment for any purpose except permitted use and shall always ensure that the Retail Space/ Serviced Apartment shall only be put to such use. Furthermore, the Allottee specifically undertakes not to use the Retail Space/ Serviced Apartment or cause it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature to the occupants of the Serviced Apartment Building and/or the Project.
- 9.7 The Allottee undertakes and agrees that any violation of the following shall entitle the Promoter/ Association to enter into the Retail Space/ Serviced Apartment wherever necessary and reverse such violation at the cost of the Allottee;
- (i) The Allottee shall not cover or construct on the balcony(ies) or open terrace(s) and shall only use the same as open balcony(ies) / open terrace(s) and in no other manner whatsoever;
  - (ii) The Allottee shall not under any circumstances whatsoever, do, allow or permit any remodelling, alteration, variation, change or build upon the look, colour, design, texture, fixtures, materials or any combination thereof comprising the exterior or facade of Serviced Apartment Building or the Retail Space/ Serviced Apartment.
  - (iii) The Allottee shall not under any circumstances do or allow any alteration/ modification/ change to the structure or layout within the Retail Space/ Serviced Apartment save and except with the prior permission of the Promoter, in writing.

## **10. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

- 10.1. The Parties are entering into this Deed for the conveyance of a Retail Space/ Serviced Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

- 10.2. The Allottee shall comply with the provisions of the Apartment Act and all other applicable Laws for the time being in force, or any statutory amendments or modifications thereof or any rules and regulations made there under.
- 10.3. The Common Areas, common facilities and the undivided right, title or interest of each owner of Retail Space/Service Apartment in the Serviced Apartment Building, in the Common Areas and facilities consistent with this Deed shall be fixed and specified by the Promoter in its Declaration to be filed in compliance with the Apartment Act, which Declaration shall be conclusive and binding upon the Allottee and the Allottee agrees and confirms that the right, title and interest in the Common Areas shall be conveyed to the Association or as may be provided under applicable Laws. It is made clear that the Promoter shall be the sole owner of the unsold serviced apartments and unsold retail spaces, all covered parking spaces except those allotted to the Allottee, areas reserved for serviced apartments / high street retail, office spaces, etc. (which are not exclusively reserved herein for the use of the owner/occupier of the Retail Space/Service Apartment), and the Promoter shall be entitled to transfer or part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Allottee shall have no claim whatsoever therein. The Allottee is aware that the designated service floor is located after the second floor and before the serviced apartments; and the owners of both the Retail Space(s) as well as the Serviced Apartment(s) shall have proportionate share in the designated service floor.
- 10.4. The Allottee acknowledges and agrees that it shall not be entitled to claim partition of its share out of the Common Areas as designated in the Declaration or otherwise in the Serviced Apartment Building at any point of time and the same shall always remain undivided and impartible.
- 10.5. The Allottee hereby agrees and undertakes to become a member of the Association as and when it would be formed by the Promoter on behalf of all the owners of Retail Space/Service Apartment in the Serviced Apartment Building and to complete the documentation and fulfil its obligations, as may be required, under the Apartment Act promptly on being called upon by the Promoter and for this purpose such obligations and documentation may include *inter-alia* the execution of Deed of the said Retail Space/Service Apartment, submission of the Association membership form, payment of subscription charges/fees, etc. The fulfilment of the compliances by the Allottee as agreed above or otherwise under the Apartment Act shall be, wherever possible, a condition precedent to the execution of the Deed for the Retail Space/Service Apartment in favour of the Allottee. The Deed of Apartment for the Serviced Apartment shall be executed only after the Deed for the Serviced Apartment has been registered and the Declaration for the Serviced Apartment Building has been filed. Execution of the Deed of Apartment by the Allottee shall be a condition precedent for the Allottee being admitted as a member of the Association.
- 10.6. The Allottee agrees not to vote in favour of any Association bye-law which conflicts with any term or condition set out in the Agreement for Sale/Builder Buyer Agreement/Deed/Rental Pool Agreement and any attempt by the Allottee to do so will constitute a breach by the Allottee under the Deed.
- 10.7. The Allottee in its individual capacity as well as the prospective member of the Association or any other association/ collection of the owners whatsoever, in the



Serviced Apartment Building, hereby confirms and agrees that subject to section 22 of the Apartment Act in the event of redevelopment of the Land at any time in future on account of any Force Majeure event or on account of applicable Laws or for any other reason whatsoever, the Promoter shall be offered the right of first refusal for carrying out such redevelopment on the Land. This Clause shall survive the conveyance of the Retail Space/Serviced Apartment to the Allottee and shall attach with the Retail Space within the meaning of Section 31 of the Transfer of Property Act, 1882.

**11. APARTMENT OWNERSHIP ACT OF HARYANA:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of The Haryana Apartment Ownership Act, 1983.

**12. ENTIRE AGREEMENT:**

This Deed along with the Builder Buyer Agreement/Agreement for Sale/Rental Pool Agreement along with their schedules, constitutes the entire agreement between the Parties with respect to the subject matter hereof .

**13. MISCELLANEOUS**

- (i) The Allottee agrees that the Promoter shall be entitled to connect the electric, water, sanitary and drainage fittings on any additional structures/ storeys with the existing electric, water, sanitary and drainage fittings of the Serviced Apartment Building.
- (ii) The Allottee further agrees that the Promoter may develop and construct the Project in a phased manner or continue with the construction of any other building(s)/ structures in the Project or put up additional floors to the Serviced Apartment Building and/or any of the existing towers/ buildings in the Project or undertaking modification of any unsold retail space/serviced apartment/ units/ areas therein, as per applicable Law.
- (iii) The Promoter shall carry out the internal development within the Project, which interalia, includes laying of roads, waterlines, sewer lines, electrical lines etc. However, it is understood that external linkages for these services beyond the periphery of the Project, such as water lines, sewer lines, storm water drains, roads, electricity, horticulture and other such integral services are to be provided by the State Government and/or the local authorities and the Promoter is dependent on the Government for providing such external linkage. As and when the State Government / DGTCP provide the external linkages for these services, the Allottee shall also pay such proportionate charges including the facilitation charges as may be incurred by the Promoter for completing the external connections for all or any of the above services as well as the infrastructure required to be laid for the same.

- (iv) The Allottee agrees to indemnify and hold harmless, the Promoter and its assignees, nominees, directors, officers/ employees as well as the other occupants/ owners of the Serviced Apartment Building and the Project from and against any and all actions, claims, demands, damages, losses, liabilities, expenses and costs (including attorneys' fees and court costs) arising out of: (a) breach by the Allottee of any Law or any provisions of this Deed; (b) any of the representations or warranties of the Allottee not being found to be true at any point of time. The Allottee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commission and omission on the part of the guests, occupants, representatives and/or any other person claiming under the Allottee.
  
- (v) The obligations undertaken by the Allottee and the stipulations herein, to be performed or observed on a continuing basis even beyond the conveyance of the Retail Space/Serviced Apartment or which form a condition of ownership of the Retail Space/Serviced Apartment Building shall survive the conveyance of the Retail Space/Serviced Apartment in favour of the Allottee and all such obligations and covenants of the Allottee including without limitation, the obligations contained in clauses 10.4, 16.4, 16.7, 23.4, 35.4, 35.5 of the Agreement for Sale and clauses 15.4, 16, 17.3, 17.4, 17.5, 19.2, 19.4, 19.5, 23.5, 23 in the Builder Buyer Agreement, shall attach with the Retail Space/Serviced Apartment within the meaning of Section 31 of the Transfer of Property Act 1882 and remain enforceable at all times against the Allottee, its transferees, assignees or successors-in-interest including its tenants/ licensees/ occupiers for the time being.

#### **14. INTERPRETATION**

Unless the context otherwise requires in this Deed:

- (i) The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;
  
- (ii) Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted and shall also include any rules, bye-laws, notifications, orders etc. as may be relevant;
  
- (iii) Reference to the words "include" or "including" shall be construed without limitation;
  
- (iv) The word 'person' shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any Government Authority or any other entity or organization;
  
- (v) Any reference in this Deed to the terms "herein" , "hereto", "hereunder", "hereof", or "thereof" or similar terms used in this Deed refer to this entire Deed and not to the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated, all references herein to

clauses or other provisions are references to clauses or other provisions of this Deed;

- (vi) Reference to this Deed, or any other Deed, deed or other instrument or document shall be construed as a reference to this Deed, or such other Deed, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated;
- (vii) The headings/ captions in this Deed are given for convenience and are indicative only. They do not purport to define, limit or otherwise qualify the scope of this Deed or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Deed shall be derived by reading the various clauses in this Deed as a whole and not in isolation or in parts or in terms of the captions provided.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Deed Gurgaon, Haryana in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature (Authorised Signatory)  
\_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE RETAIL SPACE/SERVICED  
APARTMENT AND THE OPEN/ COVERED PARKING (IF APPLICABLE)  
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B' - FLOOR PLAN OF THE RETAIL SPACE/SERVICED APARTMENT**

**SCHEDULE 'C' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART  
OF THE RETAIL SPACE/SERVICED APARTMENT)**

**SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE  
AVAILABLE FOR USE BY THE OWNERS/OCCUPIERS OF THE RETAIL  
SPACES/SERVICED APARTMENT )**